

**Declaration of Restrictive Covenants of the
FRIO COUNTY ESTATES**

Subdivision

Basic Information

Date: February 13, 2025

Declarant: Windsor Chase, LLC, a Texas Limited Liability Company

Declarant's Address:

Windsor Chase, LLC
448 West 19th St, Ste 161
Houston, Texas 77008

Property Owners Association: Frio County Estates Association, Inc., a Texas Non-profit Corporation

Property Owners Association's Address:

Frio County Estates Association, Inc.
448 West 19th St, Ste 161
Houston, Texas 77008

Property: Recorded at Cabinet 1, Slide 162B, of the real property records of Frio County, Texas

Definitions

- a. "Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this declaration.
- b. "Board" means the Board of Directors of the Property Owners Association.
- c. "Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.
- d. "Common Area" means all Property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.
- e. "Covenants" means this declaration's conditions and restrictions.
- f. "Declarant" means Windsor Chase, LLC, a Texas limited liability company, or any successor in interest or purchaser that acquires all unimproved Lots owned by Declarant for development is named successor in a recorded document.
- g. "Dedictory Instruments" means this Declaration and the Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.
- h. "Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

- i. "Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.
- j. "Member" means Owner.
- k. "Owner" means every record Owner of a fee interest in a Lot.
- l. "Plat" means the Plat of the Property recorded in Cabinet 1, Slide 162B, of the real property records of Frio County, Texas, and any replat of or amendment to the Plat made under this declaration.
- m. "Subdivision" or "Frio County Estates" means the Property covered by the Plat and any additional property made subject to this declaration.

Clauses and Covenants

A. Imposition of Covenants

- 1. The Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots, by their acceptance of their deeds, leases, or occupancy of any Lot, explicitly agree that the Subdivision is subject to these Covenants.
- 2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and anyone interested in a Lot. The Property Owners Association enforces these covenants, and non-compliance can result in penalties, including fines, actions for amounts due, damages, or injunctive relief.
- 3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief. The Covenants are binding on all Owners and occupants, regardless of any changes in ownership or occupancy.

B. Plat and Easements

- 1. The Plat, Easements, and all matters shown of record affecting the Property, including but not limited to any restrictions, reservations, covenants, and conditions, are part of this declaration and incorporated by reference.
- 2. In authenticating the Plat for record and dedicating the use of a 60-foot private road Easement reflected as Lot 900 on the Plat as shown thereon to the Owners for ordinary roadway purposes only, Declarant expressly reserves the following rights, titles, and Easements (herein collectively called "Reservations"). Reservations used herein shall be referred to as a part of and construed as being adopted in every contract of sale, deed, or instrument of conveyance executed or to be executed by or on behalf of Declarant conveying any property in the Subdivision or any part thereof.
- 3. Declarant and Owners agree and accept that there will be no public roadways in Frio County Estates and that the 60-foot private road Easement reflected on Exhibit "A" ("60-foot Road Easement") is located as reflected on the Plat. Declarant dedicates a 60-foot Road Easement to the Association as reflected on the Plat. This 60-foot Road Easement will be constructed and maintained in a good and workmanlike manner as

determined by the ACC and the Board. Additionally, the Declarant dedicates Private Drainage Easements depicted as Lots 901, 902, and 903 ("Drainage Easement") to the Association as reflected on the Plat. The Drainage Easements will be constructed and maintained in a good and workmanlike manner as determined by the ACC and the Board.

4. Declarant reserves for itself, and its successors and assigns, a perpetual nonexclusive Easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of, and remove such water, sanitary sewer, and storm pipes, gas pipes, mains and conductors and all appurtenances relevant to the operation of waterworks, sanitary sewer, storm sewer and drainage systems as it may from time to time desire, in, along, under, over, across and through all of the streets, in the Subdivision. Such pipes, mains and conductors, lines, wires, conduits, and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes. The only existing public utility is power. The Owner shall be responsible for installing a private septic tank, water well, and propane tank.
5. Declarant reserves for itself, its successors and assigns, title in and to all water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, all appurtenances; all electric distribution; communication lines, wires, conduits, and all appurtenances constructed by Declarant or its agents in all of the streets in the Subdivision, together with a perpetual Easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains and conductors, lines, wires, conduits, and appurtenances thereto, as it or they may from time to time desire. The Owner shall be responsible for private septic tanks, water wells, and propane tanks.
6. Declarant dedicates to the public a perpetual utility Easement in, along, under, over, across, and through a ten (10) foot strip around all interior property lines (20' along front property line) and a twenty (20) foot wide strip around the entire perimeter of the Subdivision. The utility Easement strip shall be measured from the property line of each Lot inward. Declarant and any Utility Company shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of, and remove such utility lines and facilities (including, without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains, and conductors, and all appurtenances; electric distribution and communication lines, fiber optic lines, wires, conduits, guy wires, poles, connections and all appurtenances), as it or they may from time to time desire, together with the right of ingress and egress. The utility Easements now reserved maintain width at and below normal ground level, extending upward to a plane one hundred twenty (120) feet above the ground. Declarant further reserves the exclusive right to grant franchises and Easements to other utilities to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply, and remove such utility lines, as described above, in such utility Easements. These utility Easements are not dedicated to the public in any manner.
7. Declarant reserves itself and its successors and assigns the right to make minor changes in and additions to the utility Easements described above to efficiently and economically install improvements.

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8. The conveyance by Declarant of any Lot in the Subdivision by contract, deed, or other instrument of conveyance shall not, in any event, be held or construed to include any of the rights, titles, and Easements heretofore reserved in any of the preceding paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains and any other utilities or appurtenances constructed by its agents, in, along, under, through, over, across or upon such Easements, Property or any part thereof, of any other section of Declarant. Declarant now expressly reserves the right to sell, lease, or otherwise transfer all such rights, titles, Easements, utilities, and appurtenances.
 9. The preceding Reservations of Rights and Easements shall not obligate Declarant to exercise any of such reserved rights and Easements.
 10. The invalidity, abandonment, or waiver of any one or more of the preceding Reservations, any sentence, clause, and part thereof shall not affect the remaining Reservations, sentences, clauses, and parts thereof, which shall remain in full force and effect. All rights-of-way, utility Easements, and setbacks identified above and called out on the Plat are recognized and accepted by all Owners.
 11. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
 12. Neither the Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
 13. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.
- C. Construction and Maintenance Standards**
- a. *Drainage.* No construction, fill, or other blockage can affect any drainage feature, including swales, pipes, or ditches along any road.
 - b. *Mailboxes.* The United States Postal Service requires cluster box mailboxes, and individual mailboxes shall not be permitted on any Lots;
 - c. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
 - d. *Drainage.* Drainage pipes or lines, where required under private driveways, shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of eighteen (18) inch diameter pipe culvert or such larger diameter as the Board shall require. Additionally, the pipe shall have a 4 to 1 slope as extended from the exposed portion to the end.
 - e. *Water Wells.* Each Owner must install and maintain their private water well at the Owner's expense, per Frio County specifications. The Owner shall obtain all necessary permits and tests and maintain the water well as required by all governmental regulations. Owners are responsible for determining the potability of groundwater and whether any treatment thereof is necessary and must provide proof of such determination to the Property Owners Association upon request. The ACC

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reserves the right to inspect the water wells periodically to ensure compliance with Frio County specifications and governmental regulations.;

- f. *Septic.* Each Lot Owner must install and maintain, at their expense, their private septic system per Frio County specifications. The Owner shall obtain all necessary permits and tests and maintain the septic system as required by all governmental regulations. The installation of septic systems is subject to prior written approval of the ACC. The ACC reserves the right to inspect the septic systems periodically to ensure compliance with Frio County specifications and governmental regulations.

D. Property Owners Association

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the declaration, and the Bylaws. The Property Owner's Association has the powers of a non-profit corporation and a property Owners association under the applicable Texas law, including but not limited to the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments;
2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules;
3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members. Each member shall have the right to vote at any meeting of the Association and to participate in the governance of the Association, subject to the provisions of this Agreement:
 - a. *Class A Members.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot;
 - b. *Class B Member.* The Class B Member will be the Declarant, and the Declarant will have ten (10) votes for each Lot it owns. The Class B Member will convert to a Class A Member when (a) Declarant has conveyed all Lots to Owners or (b) Declarant voluntarily converts the Class B membership to a Class A membership by written instrument recorded in the real property records of Frio County, Texas, whichever occurs first.

E. Assessments

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas;
2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues;
3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which the Declarant reserves and is now assigned to the Property Owners Association.

By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments;

4. *Commencement.* A Lot becomes subject to Assessments on a conveyance of the Lot by Declarant;

5. *Regular Assessments*

- a. *Rate.* Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the regular annual Assessment is \$300.00, payable annually on the first day of May until terminated as provided below, to the Association, its successors, and assigns to create a fund described below, known as the "Maintenance Fund." Where any Parcel is owned by more than one person or entity, said maintenance charge shall be payable by all such Owners, jointly and severally. The maintenance charge shall be prorated between purchasers and sellers of Parcels in proportion to the remaining months of the calendar year;
- b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date;
- c. *Collections.* Regular Assessments will be collected in advance yearly, payable on the first day of May of each year.
- d. *Purpose and Use of Maintenance Fund.* The maintenance charge shall be used to pay "maintenance expenses" which shall include without limitation expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining Lot 900, the 60-foot Road Easement, Drainage Easements, easements, entrance, and any other structures, facilities or area which can be used by all Owners which in the opinion of the Association would benefit the Subdivision as a whole; collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish, and the like from constructed residential dwellings), or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the Association, and the enforcement of all recorded charges, restrictions, covenants, agreements, and conditions affecting property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Association to keep property neat and in good order of which it considers of general benefit to the Subdivision. The Association's actions and Maintenance Fund expenditures shall be final if it acts in good faith.
- e. *Association Deficits.* If, at any time during the three-year (3-year) period following the date this Declaration is recorded, the amounts collected by the Association under this Article prove inadequate to fund the Association's obligations under this Declaration, then Declarant will be obligated to fund the deficits in the Association's budget until there are enough Members of the Association regularly

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paying Assessments to provide the Association with sufficient funds to satisfy the Association's obligations and fund the Association's budget, including reasonable reserves.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments to fund the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. The Members must approve Special Assessments. Written notice of the terms of the Special Assessment will be sent to every Owner at least thirty (30) days before any vote is held on any Special Assessment;
7. *Approval of Special Assessments.* In addition to the regular annual Assessments provided for above, the Board may levy special Assessments to enable the Board to carry out the mandatory functions of the Association under the Restrictions on the approval of at least two-thirds (2/3) of the Members at a meeting called for that purpose, by adequate notice, with at least fifty percent (50%) of the Members or their proxies present at the meeting. If fifty percent (50%) of the Members do not attend, a second meeting may be called with the same notice, and the quorum needed for the second meeting will be thirty percent (30%) of the Members or their proxies;
8. *Fines.* The Board may levy a fine of up to \$50.00 against an Owner for a violation of the Dedicatory Instruments as permitted by law and each day a violation continues will be deemed a separate violation;
9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure;
10. *Delinquent Assessments.* Any Assessment not paid within fifteen (15) days after it is due is delinquent;
11. *Developer Exemption.* Besides the temporary obligations created under Paragraph G., 5(e), the Declarant is not liable for or responsible for paying any maintenance charge provided herein.

F. Remedial Rights

1. *Late Charges and Interest.* A late charge of ten percent (10%) of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at twelve percent (12%) yearly compounded monthly. The Board may change the late charge and the interest rate;
2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association's lien and enforcing the Dedicatory Instruments;
3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An

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Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments;

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments;
5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments by law;
6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees under the law.

G. Common Area

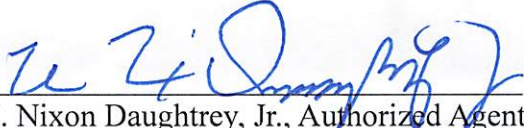
1. *Common Area Easements.* Each Owner has an Easement in and to the Common Area, subject to the right of the Property Owners Association to –
 - a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
 - b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
 - c. grant an Easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
 - d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of 2/3 of the Members at a meeting under the Bylaws.
2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments;
3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

H. General Provisions

1. *Term.* This declaration runs with the land and is binding for ten (10) years. The term may be extended for an initial term of ten (10) years. After that, this declaration automatically continues for successive terms of ten (10) years each, unless within twelve (12) months before the end of a term, seventy-five percent (75%) of the Members at a meeting under the Bylaws elect not to extend the term. An instrument reflecting the extension will be signed by the Property Owner's Association and recorded;
2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver;
3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this declaration, provided that any correction must not impair or affect a vested property right of any Owner;

4. *Amendment.* This declaration may be amended at any time by a vote of sixty-seven percent (67%) of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded;
5. *Conflict.* This declaration controls over the other Dedicatory Instruments;
6. *Applicability.* Every person who now or hereafter owns or acquires any right, title, or interest in or to any property in the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation, and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquires an interest in the Property;
7. *Severability.* If a provision of this declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, unenforceability does not affect any other provision of this declaration, and this declaration is to be construed as if the unenforceable provision is not a part of the Declaration;
8. *Notices.* All notices must be in writing and given as required or permitted by the Dedicatory Instruments or law. Notice by registered or certified mail, return receipt requested, is deemed delivered when the return receipt is received, whether the mail is physically when properly deposited with the United States Postal Service, addressed (a) to a Member at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient;

Windsor Chase, LLC,
a Texas Limited Liability Company,



N. Nixon Daughtrey, Jr., Authorized Agent

STATE OF TEXAS

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COUNTY OF HARRIS

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This instrument was acknowledged before me on February 13 2025 by N. Nixon Daughtrey, Jr, an authorized agent of Windsor Chase, LLC, on behalf of Windsor Chase, LLC, a Texas Limited Liability Company.




Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Windsor Chase, LLC
448 West 19th St, Ste 161
Houston, Texas 77008

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FILED FOR RECORD
AARON T. IBARRA - COUNTY CLERK

FRIO COUNTY, TEXAS

INST NO: 0171124

FILED ON: FEBRUARY 28, 2025 AT 09:05am

THIS INSTRUMENT CONTAINED 11 PAGES AT FILING



THE STATE OF TEXAS COUNTY OF FRIO
I hereby certify that this instrument was filed on the date and
time stamped hereon and recorded in the volume and page
of named record of Frio County, and stamped hereon by me.
DATE: FEBRUARY 28, 2025
AARON T. IBARRA, COUNTY CLERK

A handwritten signature in black ink, appearing to read "A. Ibarra", is written over a solid horizontal line.

Volume 379 on page 348-358

OPR RECORDS

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